

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

KEVIN LEIGHTON and ADRIENNE
LEIGHTON,

Plaintiffs

vs.

SELECTIVE INSURANCE COMPANY OF
AMERICA,

Defendant.

CIVIL ACTION NO.:

COMPLAINT

COMES NOW the Plaintiffs KEVIN LEIGHTON and ADRIENNE LEIGHTON (“Plaintiffs”), by and through his undersigned counsel, and hereby sues the Defendant, SELECTIVE INSURANCE COMPANY OF AMERICA, and states:

1. This is an action for damages for breach of a flood insurance contract issued to Plaintiffs by Defendant.

2. This Court has jurisdiction of this action pursuant to the National Flood Insurance Act, specifically, 42 U.S.C. § 4001, *et seq.*

3. At all times material hereto, Plaintiffs were and are New Jersey residents and the owners of the property that was located at 1506 Beach Avenue (Home), North Beach Haven, Ocean County, New Jersey 08008 (the “Property”).

4. At all times material hereto, Defendant was and is incorporated, authorized to and doing business as an insurance company with its principal place of business in the State of New Jersey.

5. Defendant issued policies of flood insurance to Plaintiffs pursuant to the National Flood Insurance Program, with the following policy number: FLD1368047. This policy insured

the property owned by Plaintiffs and located at 1506 Beach Avenue (Home), North Beach Haven, Ocean County, New Jersey 08008 (the "Property").

6. The flood insurance policy issued to Plaintiffs by Defendant had a policy period of December 28, 2011 to December 28, 2012.

7. On or about October 29, 2012, at a time when the above described policy of flood insurance was in full force and effect, the property insured by Defendant suffered flood damages as a result of Hurricane Sandy.

8. The cost to repair the damage to the insured property caused by flood and the cost to replace the insured property that was damaged by flood does not exceed the limits of coverage provided by the subject flood insurance policy.

9. Plaintiffs promptly and properly submitted claims to Defendant for the losses and damages that resulted from the flood and further properly and promptly submitted a Sworn Statement in Proof of Loss as required by the policy. Following receipt of the Sworn Statement in Proof of Loss, Defendant acknowledged receipt of the Proof of Loss, but denied Plaintiffs' claim.

10. On April 9, 2014, Plaintiffs submitted a Sworn Statement in Proof of Loss to Defendant.

11. Defendant has breached the terms of the flood insurance policy by failing and refusing to pay all amounts due to Plaintiffs pursuant to the terms of the subject flood insurance policy.

12. Plaintiffs have complied with all conditions precedent to the bringing of this action or, in the alternative, Defendant has waived same.

13. As a result of Defendant's breach, Plaintiffs have suffered damages, including the amounts to which they are legally entitled to recover under the terms of the subject flood insurance policy.

WHEREFORE, Plaintiffs, KEVIN LEIGHTON and ADRIENNE LEIGHTON, sues the Defendant, SELECTIVE INSURANCE COMPANY OF AMERICA, and requests the following relief:

1. Entry of judgment in his favor for all amounts to which he is entitled under the terms of the subject flood insurance policy;
2. An award of the costs of this action: and
3. Such other and further relief as this Court deems just and appropriate.

MERLIN LAW GROUP, P.A.

Date: October 21, 2014

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